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ABSTRACT

The collective bargaining agreement between the Marymount College Administration and the Marymount College Chapter (55 members) af the American Association of University Professors (AAUP) covering the period September 1, 1984-August 31, 1986 is presented. Items covered in the agreement include: definitions and recognition of AAUP; nondiscrimination, grievance and arbitration procedures, no strike/lockout, information to AAUP and participation in AAUP activities, dues checkoff, AAUP use of college facilities and services, faculty personnel files, salary, fringe benefits, leaves of absence, statutes, campus facilities, academic year/calendar and workload, financial exigency, interest succession, duty to provide notice and bargain, separability, past practices, minimum terms, ratification, and distribution of agreement. Appended is the faculty early retirement incentive plan, which covers the effective date, eligibility, entry date, amount of incentive payments, form and duration of incentive payments, health and life insurance, educational benefits and privileges, and administration of the plan. (SW)

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ED257389

AGREEMENT

between the

ADMINISTRATION OF MARYMOUNT COLLEGE

TARRYTOWN, NEW YORK

and the

MARYMOUNT COLLEGE CHAPTER OF THE

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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September 1, 1984 - August 31, 1986

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ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 "COLLEGE": Marymount College, a private and independent institution of higher education located within the State of New York.

1.2 "AAUP": The Marymount College Chapter of American Association of University Professors.

1.3 "ADMINISTRATION": The President, Vice Presidents, Deans, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President, the Vice Presidents, or the Deans.

1.4 "MEMBERS OF THE BARGAINING UNIT": The full-time faculty as set forth more fully in Sections 2.1 and 2.2 of this Agreement, hereinafter variously referred to as 'members".

1.5 "BARGAINING UNIT": Unit of faculty as described in Sections 2.1 and 2.2 of this Agreement.

1.6 "ACADEMIC DEAN": The highest academic administrative officer (exclusive of the President) regardless of title.

1.7 DIGITAL REFERENCE: Whenever reference is made to a section with two digits, that reference shall include the subsections thereunder which contain three digits, (e.g., reference to Section 6.2 shall include material under 6.2 and under subsections 6.21 through 6.26).

1.8 GENDER AND NUMBER: The feminine shall include the masculine and the singular shall include the plural where the context so permits.

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ARTICLE 2

RECOGNITION OF CHAPTER

2.1 Marymount College recognizes the AAUP as the exclusive representative of all full-time faculty members in the unit described below, for the purpose of collective bargaining with respect to terms and conditions of employment:

UNIT: INCLUDED: All full-time faculty employed by the College including department chairpersons.

EXCLUDED: Part-time faculty, librarians, deans directors, administrators, guards, watchmen, and supervisors as defined in the Act.

2.2 Individuals in "retired" ranks who are teaching full-time and are covered in the unit described in Section 2.1, shall be included in the bargining unit, but full-time faculty holding visiting ranks shall not be included.

ARTICLE 3

NON-DISCRIMINATION

Both parties agree, to the extent they have any responsibility or authority, that no applicant for employment for a position within the bargaining unit, or member of the bargaining unit, shall, with respect to any terms or conditions of employment, be unlawfully discriminated against by reason of race, creed, color, national origin, age, sex, marital status, or membership in or support of the AAUP.

ARTICLE 4

GRIEVANCE AND ARBITRATION PROCEDURES

4.1 Definition of Grievance. A grievance is one of the following:

(a) a dispute concerning the interpretation, application or alleged violation of this Agreement, except for disputes excluded from cognizance hereunder by any other provision of this Agreement.

(b) a claim that a faculty member is to be disciplined or discharged without adequate cause in conformity with Section A2 of the Statutes.

4.2 Informal Procedure for Complaints. Any member of the bargaining unit or the AAUP may present and discuss a complaint with the appropriate administrator, and any settlement, withdrawal or disposition satisfactory to the member or the AAUP of a complaint at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint.

4.3 Formal Grievance Procedure

(Before a claim under Article 4.1 (b) is processed through Step 1 of the grievance procedure, an attempt shall be made to adjust it informally in a collegial fashion by a Committee of four appointed in equal numbers by the AAUP and the Administration. This Committee is to be appointed expeditiously and to function forthwith.)

4.3.1 Step 1. The grievant or the AAUP shall file a written grievance with the Academic Dean after the occurrence of the event which gave rise to the dispute. The written grievance shall be filed within forty-five (45) days of the occurrence of the event if the dispute is under Article 4.1 (a) or within twenty-five (25) days if the dispute is under Article 4.1 (b). However, if the occurrence of the event in either case is not immediately known to the grievant (or to the AAUP in the case of a broader dispute) the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence. The Administration shall forward copies of all grievance correspondence between the grievant and the College to the AAUP.

The Academic Dean (or her designee) shall hold separate or joint conferences after receipt of the grievance to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement. Such conferences are to be held within fourteen (14) days of receipt of a grievance under Article 4.1 (a) or within seven (7) days of receipt of a grievance under Article 4.1 (b).

If the dispute is not settled, the Academic Dean shall deliver to the grievant and the AAUP a signed statement of her position regarding the matter. This statement shall be delivered within seven (7) days after the final conference in the case of a grievance under Article 4.1 (a) or within five (5) days after the final conference in the case of a grievance under Article 4.1 (b).

4.3.2 Step 2. The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step 1 position above by filing a written notice of appeal with the President. Such notice of appeal shall be filed within twelve (12) days of receipt of the signed statement referred to in Step 1 above in the case of a grievance under Article 4.1 (a) or within ten (10) days of receipt of the signed statement in the case of a grievance under Article 4.1 (b).

The President (or her designee) shall hold separate or joint conferences after receipt of the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement. Such conferences are to be held within seven (7) days of receipt of the notice of appeal in the case of a grievance under Article 4.1 (a) or within five (5) days of receipt of the notice of appeal in the case of a grievance under Article 4.1 (b).

If the disupte remains unsettled, the President shall deliver to the grievant and the AAUP a signed statement of her position regarding the matter. This statement shall be delivered within seven (7) days after the final conference in the case of a grievance under Article 4.1 (a) or within five (5) days after the final conference in the case of a grievence under Article 4.1 (b).

4.3.3 With respect to contractual grievances filed by the Administration, the first step shall be with the applicable AAUP grievance officer and the second step shall be with the AAUP President. The same procedures and time limitations set forth above with respect to faculty member or AAUP grievances shall apply.

4.3.4 Step 3. If the grievance is not satisfactorily resolved at Step 2, either the AAUP or the Administration may submit it to final and binding arbitration; provided, however, that the right to arbitrate is waived unless the party desiring the arbitration notifies the other party of its intention to seek arbitration. In the case of a grievance under Article 4.1 (a) such notification must be given within forty (40) days after the Administration's Step 2 position shall have been received by the grievant and the AAUP. In the case of a grievance under Article 4.1 (b) such notification must be given within twenty (20) days after the Administration's Step 2 position shall have been received by the grievant and the AAUP.

In the case of a grievance under Article 4.1 (b) the grievant will remain teaching and on the payroll pending decision by the arbitrator unless continued retention in such teaching status results in a threat to health, safety or continuing order on the campus. Given this commitment, the arbitrator shall be selected by the parties within five (5) days under selection procedures to be established by the American Arbitration Association for this purpose, and shall render his or her award within sixty (60) days of appointment. Hearings shall be expedited to comply with the schedule.

4.3.5 Selection of Arbitrator: An arbitrator shall be selected for each arbitration pursuant to the rules of the American Arbitration Association, and the arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of such Association.

4.3.6 The cost of the arbitrator and related expenses shall be borne equally by the parties.

4.4 Excluded Matters

Excluded from arbitration hereunder are any and all disputes removed from arbitration by other provisions of this contract.

4.5 Right to Initiate Arbitration and Settle Disputes. No faculty member covered by this Agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and the Administration.

4.6 Time Limits. Time limits throughout this Aricle referring to "days" shall mean days exclusive of formal College holidays, periods when the College campus is closed, Saturdays and Sundays.

ARTICLE 5

NO STRIKE - NO LOCKOUT

5.1 The AAUP and its members acting in concert, agree that during the term of this Agreement, it shall not call, condone, authorize, instigate, or engage in any strike work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement.

5.2 The College agrees that during the term of this Agreement it shall not lockout any or all of the employees covered by this Agreement.

ARTICLE 6

INFORMATION TO AAUP AND PARTICIPATION IN AAUP ACTIVITIES

6.1 During the term of this Agreement, the College shall make available to AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement, the processing of grievances or the negotiation of subsequent agreements.

6.2 Within 30 days after receipt of a notice of appointment signed by a new member of the bargaining unit or a person who re-enters the unit, the College shall provide AAUP with the name, mailing address, department, rank, academic degrees, base salary, effective date and length of appointment of such new faculty member.

6.3 Within 15 days after receipt of notice that a full-time faculty member has terminated his appointment at the College for any reason whatsoever, including retirement, disability or death, the College shall provide AAUP with the name of such faculty member and the nature of the termination (e.g., resignation, disability, etc.).

6.4 The College shall forward to AAUP copies of all termination notices of full-time faculty members at the same time as such notices are sent to the faculty member.

6.5 The College shall notify AAUP of any changes in status or base salary of any faculty member within 15 days after such change is determined.

6.6 The parties agree that participation in AAUP activities may be considered professional in nature or as service to the College for faculty status purposes as determined by the Rank and Tenure Committee.

6.7 The President of the AAUP shall have one course (3 credits) reduction per semester.

ARTICLE 7

CHECK-OFF OF AAUP DUES

7.1 The College shall deduct from the salaries of the bargaining unit periodic dues, initiation fees (if any), and regularly authorized assessments (if any) in the amounts certified by the Secretary of the AAUP.

7.2 The College shall check-off from each monthly paycheck from September to and including August an amount equal to one-twelfth (1/12) of all monies due and shall remit the receipts to the Treasurer of the AAUP within three (3) weeks thereafter. Members may choose to have their annual dues deducted from one paycheck.

7.3 Signed check-off authorization forms shall be provided to the College by the AAUP. The forms may provide that such authorization shall be revocable only during certain periods.

ARTICLE 8

AAUP USE OF COLLEGE FACILITIES AND SERVICES

8.1 The AAUP shall be permitted the use of mutually agreed upon bulletin boards for the publication of notices pertaining to the conduct of AAUP affairs.

8.2 The AAUP shall be permitted to include its meeting times in the weekly campus calendar.

8.3 The AAUP shall be afforded the privilege of scheduling meetings on campus from time to time, provided that appropriate facilities are available. Requests for such space shall follow the regular College procedures.

8.4 The AAUP shall be afforded reasonable use of regular College campus mail and secretarial services.

8.5 The AAUP shall be afforded the privilege of contracting for College duplicating, audio-visual, photographic, food service, and such other services as may be contracted for by other campus organizations.

8.6 Any charges regularly assessed campus organizations for the use of any College services or facilities will be levied against the AAUP when it uses such services or facilities.

8.6 Any charges regularly assessed campus organizations for the use of any College services or facilities will be levied against the AAUP when it uses such services or facilities.

8.7 The College agrees to provide the AAUP with an office equipped with an inter-office telephone which shall be listed in the published campus telephone directory.

ARTICLE 9

FACULTY PERSONNEL FILES

9.1 The College shall maintain only two personnel files for each unit member (except as modified by 9.5):

(a) a file containing only pre-employment letters of recommendation, and other pre-employment materials which have been submitted in confidence; this file shall be kept confidential from the unit member; and

(b) an official personnel file.

Both files shall be maintained by the Academic Dean, who shall be responsible for preserving the confidentiality and proper use of the files.

9.2 The faculty member shall have the right to submit material for inclusion in his/her file.

9.3 All papers in the member's official personnel file shall carry the Academic Dean's official stamp and the dates received in the Academic Dean's office. Such papers shall be sequentially numbered. When the material placed in a member's file is related to Section A 2.1 of the Statutes, a copy shall be sent to the member within five (5) days of the placement of such material in the file.

9.4 The Academic Dean shall set aside five days each semester for the inspection by faculty members of their official personnel files. These days shall be announced at the beginning of each semester. However, upon reasonable notice, a faculty member shall have the opportunity of examining his/her official personnel files outside of the designated days.

9.5 Faculty members shall have the right to respond in writing to any document in the official personnel file, and have such written response placed in the file.

9.6 A member shall have the right to request and receive copies of all materials in his/her personnel file at his/her own expense.

9.7 Nothing in this section shall limit the College in maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefit records, or personal notes and memoranda (which are not intended to be transmitted to anyone, including a successor nor used for any official purpose).

ARTICLE 10

SALARY

10.1 The 1984-85 base salaries of the members of the bargaining unit shall be increased as follows:

	9/1	3/1
1984-85	6%	2%
1985-86	6%	2%

10.2 The minimum salaries shall be as follows:

	9/1/84	3/1/85	9/1/85	3/1/86
Instructors	$17,000	$17,300	$18,340	$18,685
Assistants	18,340	18,685	19,810	20,180
Associates	22,260	22,680	24,040	24,495
Professors	26,820	27,325	28,965	29,515

10.3 Any member of the unit promoted in rank shall receive the minimum for the rank to which the member has been promoted or the member's present salary plus the increment for the present rank, whichever is greater.

10.4 The basis for overload payment in Article 15 is as follows: (A Faculty member may not receive payment under both 10.41 and 10.42 for the same work.)

10.41 Courses
All courses above 8 in an academic year shall be paid at adjunct rates.

10.42 Credits

All credits above 24 in an academic year (unless the excess was a result of a 13th credit each semester) shall be prorated per credit as in Article 10.41 above.

10.5 The basis for Independent Study/Tutorial payments in Article 15 is as follows:

A Faculty member with fewer than 6 students shall be compensated at the rate of $40 per student credit hour.

10.6 Faculty who teach in the Fall or Spring Trimester of the Weekend Sessions shall receive premium pay for each course, unless the assignment is to make up for an underload in the preceding semester or semesters.

Amount - Premium in 1984-85 = $193
1985-86 = $206

ARTICLE 11

FRINGE BENEFITS

11.1 The College shall contribute to the TIAA Pension Plan a percentage of the total base annual salary of all eligible bargaining unit members who belong or choose to join the Plan and make the requisite contributions.

College Share	10%
Unit Member	3%

11.2 A Faculty Early Retirement Incentive Plan is annexed as Appendix A.

11.3 The College shall bear fifty percent (50%) of the cost for enrolled members and dependents of the 120-day Blue Cross Plan and the Executive Indemnity II Blue Shield Plan. The College will also bear fifty (50%) percent of the cost for enrolled members in the TIAA Major Medical Plan.

11.4 As an alternative to the payments that would be required pursuant to Section 11.3, the College shall pay an equal amount toward the premiums for those faculty members who elect to join either the Westchester Community Health Plan or the Community Health Plan of Greater New York.

11.5 The College shall pay the full premium cost for TIAA Long Term Disability Insurance.

11.6 The College shall continue, where applicable, an additional rider in the above medical insurance benefit contract (i.e., Sections 11.3 - 22.4) to the effect that members for eight or more continuous years of enrollment in the Plan(s) may, upon retirement, or upon leaving the service of the College for any other reason, elect to continue their membership in the insurance programs. Cost for the premiums in this case shall be borne one hundred (100%) percent by the member.

11.7 The College shall pay the full cost for the individual life insurance policy on each bargaining unit member. The coverage shall be in the amount of the member's annual salary and become effective on or about March 1, 1985. The actual date shall be subject to the final premium rate and available funds allocated to fringe benefits in the first year of the agreement.

11.8 The College shall provide full remission of tuition to members as well as members's spouses and their eligible dependents for courses given by Marymount for credit. Such students need not be counted for purposes of determining minimum enrollment in a course. The College shall attempt to maintain reciprocal arrangements at other Colleges for free attendance.

11.9 If a full-time bargaining unit member on continuing contract, with five or more years of full time service, retires or dies while under contract, his dependent children shall be granted the same tuition grant privileges as are now extended to depart children of full-time faculty members covered by this Agreement.

11.10 The College shall continue in effect the reduced rates for meals at the Marymount cafeteria for faculty.

11.11 Each unit member annually shall be advised of his enrollment or non-enrollment in each of the College's health, disability, life and pension programs and each option thereunder. The AAUP annually will (by March 1) be advised of the salary and enrollment or non-enrollment in said programs and options thereunder of unit members.

11.12 Assistance for Graduate Study. After three years of service members who are pursuing courses leading to a doctoral degree in their respective fields may be granted a tuition reimbursement of up to fifty (50%) percent upon completion of the semester's work provided the faculty member agrees to teach at Marymount for the following year if a contract is offered. Written authorization for this assistance will be obtained from the President before the course begins. Reimbursement will be made to the faculty member at the completion of the semester's

work, upon submission of the receipted university statement accompanies by a copy of the grades received in the courses. In no event will reimbursement be granted for purposes of maintaining matriculation status after formal coursework has been completed.

11.13 Retraining. Members who are pursuing courses which will enable them to teach in their disciplines or in another area considered by the Academic Dean and the President to be in the best interests of the College, may be granted a tuition reimbursement. Those faculty members who receive tuition reimbursement in accordance with this article, agree to teach at Marymount if a contract is offered, as follows:

(a) Those who receive more than 50% of the total retraining costs shall be required to make a two year commitment.

(b) Those who receive from 25% to 50% of the total retraining costs shall be required to make a one year commitment.

(c) Those who receive less than 25% of the total retraining costs shall be exempt from the commitment.

Written authorization for this assistance shall be obtained from the President before the course or courses begin.

Reimbursement shall normally be made to the faculty member at the completion of the course(s), upon submission of the receipted university statement accompanied by a copy of the grade(s) received in the course(s).

In the case where graduate work is undertaken at the request of the College in order to offer a new program or substantially enhance an existing program, the faculty member may arrange for the College to pay the tuition in full at the time when the faculty member registers for the course(s) or to have the College billed directly. Written authorization for this assistance must be obtained from the President before the courses begin.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Sabbaticals

12.1.1 Members of the bargaining unit under the age of 70 years, shall be eligible for a sabbatical leave after each six years of full-time service on the College faculty. This provision shall

remain applicable for such period of time as is permissable under applicable law.

12.1.2 Sabbatical leaves shall be for one-half year (one semester) at full pay or one full year at one-half pay.

12.1.3 The College shall grant a sabbatical leave when the applicant presents evidence that such a leave will result in (a) scholarly enrichment and increased professional competence of the faculty member, (b) the faculty member's increased professional value to the College, (c) the enhancement of the College's reputation in the academic community. Applicants for sabbaticals shall submit their applications to the Rank and Tenure Committee and the Academic Dean simultaneously in accordance with established criteria and procedures. The Committee shall rank the applications in order of priority. Commencing effective in 1983-84, the number of sabbaticals to be enjoyed in any academic year (assuming a sufficient number of qualified applicants) shall be three one-half and four full-year sabbaticals.

12.1.4 In the event that the number of sabbaticals scheduled to be enjoyed in any year exceeds the limit in paragraph 3, the Rank and Tenure Committee shall recommend to the Academic Dean which member's sabbatical(s) should be deferred in order to comply with the limit. In making said recommendation, the Committee shall give preference to granting the sabbatical request to any member whose sabbatical has previously been deferred.

12.1.5 At the completion of the sabbatical leave, the faculty member shall submit a complete and accurate written report on the results that were achieved on a form provided by the Academic Dean's office. Copies of this report will be forwarded to the departmental chairperson and the Academic Dean within three months after the faculty member again resumes his/her teaching assignments. A copy of this report will be placed in the faculty member's official personnel file.

The faculty member and the Academic Dean will, within the first semester after the member resumes his/her teaching assignments, schedule a mutually agreeable time and format for the faculty member to present the results of his/her sabbatical to colleagues on the faculty.

12.2 Sick Leave

12.2.1 A faculty member who is absent from classes due to illness (including pregnancy and maternity related disability) and has served full-time at Marymount for six or more years shall continue to receive full salary for the duration of the illness up to six months. The faculty member must present a medical certificate from his/her physician. The Administration

may request the faculty member to submit to an examination by a physician of the Administration's choice.

12.2.2 A faculty member who is absent from classes due to illness (including pregnancy and maternity-related disability) and has served full-time at Marymount for less than six years shall receive up to a minimum of one month's paid sick leave per academic year, and additional paid sick leave, if any, at the President't discretion. The Administration may require that the faculty member present a medical certificate from his/her physician and/or submit to an examination by a physician of the Administration's choice.

12.2.3 The College shall employ adjuncts to cover absent faculty member's teaching responsibilties after the first two weeks.

12.2.4 Leaves of absence for illness for periods up to one year shall be credited for granting salary increments.

12.3 Special Leave

12.3.1 Special leaves for personal emergencies of up to fifteen working days shall be granted with pay (including benefits) by the President where there is good reason therefor. The President may extend the paid leave beyond fifteen working days at her discretion.

12.3.2 On the recommendation of a department chairman and the Academic Dean, the President may grant to members leaves of absence for special purpose such as study, writing, research, the carrying out of a creative project, public service of reasonable duration, or the restoration of health. Such leaves shall be taken without pay. The duration of such leaves shall not exceed two years, except upon explicit agreement in writing between the Department Chairperson, the Academic Dean, the President and the AAUP Executive Council that it is in the best interest of the College that the leave be extended. Such agreement shall be made annually after the second year. The Department Chairperson, the Academic Dean, and the President shall decide whether or not the person who has been on leave more than two years must take refresher courses in his/her discipline. Such courses shall be taken for one semester at the expense of the person who has been on special leave.

12.3.3 Where a special leave is for one year or longer it shall not be credited for purposes of salary increment or tenure, except that the increment or tenure credit may be granted in the discretion of the President upon certification by the Academic Dean that the leave is being taken for project of academic, scholarly, or public importance that brings honor and recognition to the College.

ARTICLE 13

STATUTES

13.1 The Academic and Administrative Code (1974 ed.) is entirely superseded by the terms of this Agreement and the Statutes. The Statutes shall be deemed incorporated into this Agreement by reference and shall remain in full force and effect during the term hereof. In the event of any inconsistency between the provisions of the Statutes and of this Agreement, the latter shall prevail.

13.2.1 The College shall in no way modify (by amendment, unilateral action or inaction) the Statutes without the express agreement of the College and the AAUP.

13.2.2 The College acknowledges that Section A1.5 of the Statutes applies to the termination of faculty appointments for any reason whatsoever (including the closure, sale or merger of the College but excluding individual cases of dismissal for cause). Unless a faculty member receives timely notice of termination pursuant to Section A1.5 of the Statutes, said faculty member shall be deemed reappointed for the applicable year. Termination of such appointment prior to its expiration date shall entitle the faculty member to full pay and benefits through the term of the appointment (viz., 1984-85).

13.3 The following grievance procedure shall apply to disputes relating to interpretation, application or alleged violation of the Statutes.

Grievances

13.4 A "grievance" is an allegation by the AAUP or any member of the bargaining unit or an administrator that any action taken by a department or its members, the Rank and Tenure Committee, or any administrator (including the Board of Trustees), misinterprets, misapplies or violates any provision of the Statutes. The aggrieved party shall file a written grievance with the Academic Dean within thirty (30) days of the action complained of, setting forth the nature of the grievance and against whom it is directed. The Dean shall discuss the grievance with all relevant persons and shall make a good faith effort to amicably resolve the grievance.

13.5 If the Dean is unable to resolve the matter within ten (10) days of receiving the grievance, she shall so inform the aggrieved (and the AAUP) in writing. Within fourteen (14) days of receiving such notice from the Dean, the aggrieved shall submit his/her grievance to an ad hoc Faculty Grievance Committee ("FGC"). The Committee shall be composed of four (4) faculty members -- two (2) appointed by the AAUP and two (2) by the Administration. None of the Committee members shall have

previously participated in any of the matters which gave rise to the grievance.

13.6 The Committee shall conduct a full and impartial hearing on the grievance, and within twenty (20) days of receiving the grievance, shall report its findings and recommendations to the grievant and to the appropriate administrative officer or faculty body.

13.7 In the event that the grievant, the AAUP or other affected member of the faculty, or the Administration, does not concur in the final disposition of the grievance by those concerned, he/she may appeal the case to the Board of Trustees or its designated committee within 30 days.

The Board of Trustees (or its committee) shall review the positions of the parties, particularly the recommendation of the ad hoc Faculty Grievance Committee, and formulate a preliminary response on the matter. If the Trustees (or its committee) cannot accept the recommendation of the FGC it shall return the matter to the FGC within a reasonable time for further study and consideration. The FGC shall reconsider the matter and attempt to accommodate its position to the position taken by the Trustees. The FGC shall present its final recommendation to the Trustees within 30 days, and to the extent that it differs from the Trustees' preliminary position, summarize the rationale therefore.

The position of the appealing party, the Committee, and other parties in interest noted above, shall be presented in writing and the Board (or its committee) may hear oral argument if it should so choose.

The Board of Trustees (or its committee) shall give particular consideration to the final recommendation of the FGC. Within 30 days after receipt of such final recommendation it shall issue a written decision which shall include a summarization of the rationale therefore.

13.8 No disputes grievable under this procedure shall be subject to any other grievance procedure or to arbitration; it being understood, however, that claims concerning interpretation, application or alleged violation of para 13.2.1 and 13.2.2 of this article and of section A2 of the Statutes as provided for in Article 4 shall be subject to the grievance procedure and to arbitration pursuant to Article 4.

Disputes over whether a matter is arbitrable under this Section and, hence Article 4, or is a grievance under Section 13.4 or this Article shall be determined promptly by Arbitrator Maurice Benewitz whose decision shall be final and binding on this issue. Should the matter be held arbitrable, Arbitrator Benewitz shall then promptly act as arbitrator pursuant to Article 4 to determine the merits of the claim. If Arbitrator Benewitz cannot

serve, his successor shall be chosen by the parties pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

13.9 Time Limits Time limits throughout this Article referring to "days" shall mean days exclusive of formal College holidays, periods when the College campus is closed, Saturdays and Sundays and Summer Sessions and Intersessions.

ARTICLE 14

CAMPUS FACILITIES

14.1 Faculty members annually shall be issued parking stickers. There shall be no parking fees. Parking lots in reasonable proximity to campus offices shall be made available for use by the faculty. Assignment to parking spaces shall be based on seniority.

14.2 The College shall continue to provide the faculty with office space (including a telephone) in accord with past practice. Faculty telephone extensions shall be listed in a directory to be distributed to the faculty. Members of the faculty shall have reasonable access to their offices, consistent with good security practices.

14.3 The faculty shall be assigned no fewer than one full-time and two part-time secretaries. While regular classes are in session the College shall not utilize the faculty secretaries for any other function except when the Vice President of Finance determines that a compelling need exists to do so. Contingent upon the continued availability of federal funds, the Administration will continue to provide (at no less than present levels) student aid assistants to supplement the faculty secretaries.

14.4 In the instances in which student assistants may be may be effectively used, the Administration and the Financial Aid Office shall make every reasonable effort to increase their number. The Administration shall apprise the departments of the availability of College Work-Study and Grant-in Aid students.

14.5 Payment for full-time faculty shall begin on the 15th of September and shall occur on every 15th and 28th of every month thereafter for the duration of the appointment.

If it becomes necessary to make unforeseen large payroll deductions for a faculty member, where this necessity arises solely as a result of College actions, such deductions shall be made equally over the remaining paychecks to be issued under the current employment contract.

ARTICLE 15

ACADEMIC YEAR, CALENDAR AND WORKLOAD

15.1 The academic year for the Weeklong session shall consist of two semesters, a Fall Semester and a Spring semester, each of which shall consist of no more than 15 weeks (including examination periods). For the Weekend session, the academic year shall consist of 3 trimesters, each of which shall not exceed 15 weeks. It is understood that this provision shall not be construed as a guarantee of employment.

The Academic Dean, with the advice of an ad hoc subcommittee of the Educational Policies Committee, shall prepare the next year's calendar within the framework of the academic work year.

15.2 The following definitions shall apply to the provisions in this Article:

(a) The terms overload/underload shall refer to measures of courses and/or credits being taught by individual faculty members.

(b) The terms enrollment/underenrollment shall refer to measures of the numbers of students per course section.

15.3 The normal course load per academic year shall be 24 credits, which shall include a maximum of 8 courses and a maximum of 6 preparations. Courses in the Science and Home Economics Departments that have a combination of lectures and laboratories shall be covered by 15.3(c). Physical Education shall be covered by 15.3(d).

Independent study or a tutorial with fewer than 6 students shall not be considered the equivalent of a course but shall be compensated in accordance with the Attachment Related to Compensation, provided that the independent study or tutorial receives prior written approval from the Academic Dean. Each Department shall establish a procedure acceptable to the Academic Dean for ensuring the quality of independent studies in that department.

A faculty member may voluntarily agree to accept a greater course load (with AAUP concurrence) upon showing of unusual circumstances which warrant such action.

(a) The credit system shall be multi-credit, with the three-credit course as normative.

(b) After discussion between the faculty member and the Department Chair, the assignment of credit hours to the course and contact hours to the faculty shall be made by the Department Chair in conjunction with the Academic Dean. Past practice at Marymount College shall provide guidance.

In the event of a conflict, the Academic Dean shall consult with the Steering Committee of E.P.C., and make the controlling decision.

(c) A course in the Science or Home Economics Department that has both a lecture and a laboratory component shall count as two preparations.

(d) The teaching load in the Physical Education Department shall be 32 contact hours per academic year.

(e) The thirteenth credit hour in a semester shall not be considered overload for compensation.

15.4 The procedures for scheduling and curriculum planning shall be as follows:

(a) By September 15 of each year the Academic Dean shall establish and publish to the faculty a maximum number of courses to be offered each semester in the Weeklong session of the College. This figure shall be based on the projected number of Weeklong session students and reflect the number of courses needed to produce an average class size of from 16 to 18 students.

(b) By October 1 of each year, the Departments shall file with the Academic Dean curriculum plans for both sessions of the College. These plans shall consist of two parts. Part I shall be a proposed schedule for the Spring semester/trimester. Part II shall be a tentative plan for the next two academic years (four semesters/six trimesters) specifying the requested numbers of courses for each of the four semesters/six trimesters in the following categories: minimum needs for major programs and concentrations, general education courses, and electives.

(c) By February 1 of each year, the Departments shall submit to the Academic Dean proposed schedules for the following Fall semester/trimester.

(d) The Academic Dean shall review the curriculum plans submitted under 15.4(b) and the schedules submitted under 15.4(c) and negotiate with the Department such changes as are needed to produce conformity with the figure established in 15.4(a). Minimal offerings for creditable majors and concentrations and general education courses shall receive priority. The remaining courses shall be assigned to Departments as electives on the basis of the prospects for enrollment.

If the Academic Dean and a Department are unable to reach agreement by either October 15 for schedules submitted under 15.4(b) or February 15 for schedules submitted under 15.4(c), the matter shall be referred to EPC for resolution. The October 15 date shall be the deadline for Part II of the curriculum plans submitted under 15.4(b).

The EPC shall recommend a resolution within seven days of the Department's or Academic Dean's request. Should the EPC fail to recommend a resolution in conformity with the figure established in 15.4(a), the Academic Dean's determination shall be controlling. Should a Department fail to submit curriculum plans and schedules, a plan for the Department shall be developed by the Academic Dean in consultation with the EPC Steering Committee.

(e) Each Department Chair shall make every effort to arrange schedules in conformity with 15.3. When the Department Chair is unable to do so, the Academic Dean shall make adjustments of underload and overload with the advice of the appropriate Department Chair(s) and the AAUP Executive Council. Such advice shall be rendered within four days of the Academic Dean's request.

15.5 Where a faculty member is overloaded in any one semester, the faculty member is entitled to a reduction in equivalent course load (normally in the following semester) or additional compensation. The determination of whether overload compensation shall be a course reduction or overload pay shall be at the faculty member's option subject to the Academic Dean's approval after consultation with the Department Chair. Overload compensation shall be in accordance with the Attachment Related to Compensation.

Where a faculty member is underloaded in any one semester, the member must make up the underload within the next twelve months.

15.6 When a faculty member and/or Department has been underloaded for two consecutive semesters, the Academic Dean shall, during the second semester, meet with the faculty member and/or Department Chair and attempt to remedy the situation for future semesters. Proposed remedies that involve teaching in other Departments shall be discussed with the appropriate Department Chair(s).

When a faculty member and/or Department has been consistently underloaded over a period of four or more semesters, the faculty member and/or Department must, within 30 days of the beginning of the fourth semester, submit a plan acceptable to the Academic Dean which shall include retraining under Article 11.12. Such a plan must provide for the full utilization of the member and/or Department.

The Academic Dean, after consultation with the faculty member and/or Department Chair, will assign the consistently underloaded faculty member to other teaching and/or non-teaching duties as a method of temporary utilization. Assignment to teaching duties in another Department shall be discussed with the appropriate Department Chair(s).

15.7 The minimum enrollment for courses taught by full-time faculty shall be as follows:

(a) All courses must have a minimum enrollment of 10 students. Following registration, the Academic Dean shall notify all full-time faculty teaching courses of fewer than 10 students of probable cancellation of the course. Exemptions from cancellation must be signed by the Academic Dean and submitted to the Registrar by the faculty member within one week of notification of under-enrollment.

The Academic Dean shall normally grant exemptions for (a) any course which is explicitly required for a creditable major or for graduation from the College; or (b) any course where the Academic Dean has previously agreed in writing to do so, provided that the offering of the course(s) is in conformity with the Department's approved curriculum plan submitted uner 15.4.

(b) All required or elective courses enrolling fewer than twenty students per year shall be offered only once each academic year.

(c) In introductory or 100-level courses, the enrollment must exceed the maximum set by the Academic Dean before another section may be opened (see Article 15.8).

15.8 The Academic Dean shall have the authority to set maximum enrollments for all courses.

15.9 In the hiring of adjuncts for the teaching of credit courses, the Academic Dean, after consultation with the appropriate Department Chairperson(s), shall follow the following guidelines:

(a) There is no full-time faculty member qualified and available to teach the course and

(i) there is a minimum registration of 15 students; or

(ii) in an introductory or 100-level course, enrollment exceeds the maximum set by the Academic Dean (see 15.8) so that a second section may be opened that is to be taught by an adjunct; or

(iii)if the above guidelines are not met, the course is essential to the continuing registration and/or accredition by the New York State Education Department or the appropriate professional accrediting association. The Academic Dean may make exceptions for clear and compelling reasons.

15.10 It is expected that the faculty-student ratio, full-time faculty-student load, shall be equitably distributed within departments and, to the extent possible, in conformity with the average class size in 15.4(a). Reallocation of the normal student load per faculty member may be made by the Academic Dean, in conjunction with the Department Chair, in a Department in which one faculty member is underenrolled and another is not.

15.11 Faculty members shall maintain a minimum of five office hours per week on no fewer than three different days. Faculty members who teach in the Weekend sessions shall maintain a minimum of four office hours per week, one of which shall be during the weekend. Such faculty members shall not be required to be on campus more than three days during the Monday through Friday period. All exceptions must be approved by the Academic Dean.

The schedule of office hours shall be posted in such a manner as to be easily observed by the students. Office hours shall be scheduled by the faculty member and notification given to the Department Chair and the Academic Dean.

15.12 The following faculty shall receive a course release each semester: Department Chairs, the President of the AAUP, and the Chairperson of EPC. The Chairperson of the Rank and Tenure Committee shall receive one course release per year, normally to be taken in the Fall semester. Faculty who are serving as lower division advisors shall receive one course release per year.

The Academic Dean, after consultation with the appropriate Department Chairperson, may provide for additional course releases for work that is time consuming and related to the College's academic program (such as advising international students, grants work, retraining, the directing of the Academic Computer Center).

A Study Committee shall be established by September 15, 1984 consisting of two full-time faculty members elected by a majority vote of the full-time faculty and two administrators appointed by the Academic Dean. The Study Committee shall examine current practices with regard to the distribution of course releases and, if warranted, recommend changes in such distribution. The Committee will submit its finding and recommendations to EPC by December 21, 1984. If the committee's findings are acceptable to EPC, they shall become part of the contract upon approval by the President of the College and the AAUP Executive Council. If no agreement is reached, the distribution of course releases as outlined above will remain in effect.

15.13 The College recognizes the value in faculty development of faculty teaching on other campuses or engaging in professional work related to their disciplines or fields of expertise. However, a faculty member's engagement in other work must not hinder the fulfillment of his/her duties to the College. A faculty member may, therefore, engage in other work only with the prior written consent of the Academic Dean. Should the Academic Dean fail to consent, he/she will provide the faculty member with the reasons therefore in writing.

In the event that the Academic Dean does not consent, the faculty member may appeal the Academic Dean's decision to the President. In considering the appeal, the President will consult with the appropriate Department Chairperson.

Permission must be obtained each semester. Failure to secure such permission shall be noted in the faculty member's personnel file.

ARTICLE 16

FINANCIAL EXIGENCY

16.1 The 1940 AAUP Statement

The College and the AAUP hereby adopt and incorporate the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors.

16.2 Declaration of Financial Exigency

Involuntary reassignment or reduction in force of full-time tenured faculty for reasons of financial exigency, shall occur only under the following circumstances:

> A decision of the Board of Trustees after EPC review to reduce or to terminate a program or a faculty position or positions in a particular department or departments as a consequence of a finding by the Trustees, that the College suffers from a condition of "financial exigency" which cannot effectively be alleviated by less drastic means.

In the event that the Board of Trustees, forsees a condition of financial exigency which cannot effectively be alleviated by less drastic means than a reduction involving one or more tenured faculty members, the following procedures shall apply:

> (a) At least four months before any tenured faculty member is given notice of termination, the College shall provide the AAUP with a written notice that a state of financial exigency is imminent and specify the steps the College proposes to take to alleviate the exigency. A meeting shall be arranged at which the College shall explain the situation to the AAUP.

(b) If the AAUP disagrees concerning the existence of financial exigency or the steps to be taken to alleviate the condition, a special meeting of the Trustees Finance Committee will be called at which the representatives of the AAUP may appear to present their objections.

16.3 Alternatives to Termination of Faculty

During the four months commencing when the Trustees provide the AAUP with notice of financial exigency, efforts will be made under the following procedures to ensure the continuation of tenured faculty.

(a) The College shall achieve reductions first among part-time, visiting, and adjunct faculty, consistent with the retention of an educationally and economically viable academic program.

(b) If it is determined by the Board of Trustees that no reasonable alternative to full-time faculty reassignment or reduction in force is possible, the procedures below shall promptly be implemented and followed in order, as applicable.

(1) Shared load between disciplines and departments.

(2) Reassignment to another department, when practicable.

(3) Supplemention of teaching with non-teaching duties.

(4) Shared teaching with other institutions.

(5) Transfer to a non-teaching position, where one one is available.

(6) Reduced load with proportionate reduction of compensation.

(7) Voluntary early retirement, consonant with the law.

16.4 Shared Load

Whenever possible, an affected full-time faculty member shall be given one of the following opportunities to complete a full teaching load:

(a) By teaching in his area of demonstrated competance in another unit (e.g., Weekend College) of the College for part of his/her load.

(b) If demonstrably qualified to teach in another discipline, by teaching in that discipline for part of his load.

16.5 Reassignment

Tenured faculty members have college-wide tenure. Prior to the termination of any tenured or non-tenured full-time faculty member, a good faith effort shall be made to place that faculty member in a department or unit of the College provided that the faculty member can be assigned courses which he is demonstrably qualified to teach, and provided that the reassignment of the faculty member is acceptable to the receiving department or unit. Reasons for non-acceptance shall be stated in writing.

16.6 If other efforts to reassign a faculty member fail and a termination notice is issued, then the following procedure shall be available to the affected faculty member:

(a) Within one(1) month after the notice of termination has been sent to the faculty member, the faculty member shall reply in writing to the President stating where he feels qualified to teach elsewhere within the College.

(b) Within seven (7) days after receipt of the faculty member's reply, the President shall transmit the request to the Academic Dean.

(c) Within two (2) weeks after recipt of the transmittal, the Academic Dean shall convene a meeting of the Chairperson of the department or unit in which the reassignment is requested. The applicant's qualifications shall be reviewed by the department or unit, and recommendations made to the Academic Dean in accordance with existing procedures.

16.7 Supplementary Non-Teaching Duties

Whenever possible, an affected full-time faculty member shall be offered suitable, useful, and available nonteaching duties to complete a full load. The determination of a workload equivalent of non-teaching loads shall be mutually arrived at by the College, the faculty member, and the AAUP. Such assignments shall take into account, among other things, the relative seniority of the affected faculty members and administrators or professional staff. Furthermore, in no case shall such non-teaching assignment carry a teaching load equivalent of more than one half of the affected individual's workload.

16.8 Shared Teaching with Other Institutions

In cases where it is possible to arrange shared teaching duties between the College and another academic institution, the option shall be offered to the affected full-time faculty member. The salary and cost of fringe benefits shall be proportionately shared by each institution pursuant to the salary and fringe benefit structure at each institution. This option shall not be available whenever more than two courses per semester at the other institution are required to provide a full teaching load. Such faculty shall retain tenure (if held). The service of non-tenured faculty on shared-load shall count toward the probationary period on a proportionate basis. In no event shall any action of the other academic institution be imputable to the College with respect to any alleged violations of these Statutes.

16.9 Transfer to a Non-Teaching Position

If it is not possible to retain a full-time faculty member in a teaching position, the College shall make a reasonable effort to place the faculty member in a non-teaching position within the College for which he is qualified. In determining whether a position is availabe, the relative seniority of the affected faculty member and administrator/professional staff member shall be taken into account together with other relevant factors. While in this position, the faculty member shall retain tenure (if held), but time in this position shall not count toward tenure.

16.10 Reduced Load

This affected full-time faculty member shall have the opportunity to accept a reduced load without loss of tenure or fringe benefits, but with a proportionate reduction of salary and College contributions to retirement.

Early Retirement

An affected faculty member shall be eligible for the College's Early Retirement Plan in accordance with the existing plan, and consonant with law.

16.11 Termination

If, after attempting each of the foregoing alternatives to terminating faculty, the Board determines that termination is necessary to alleviate the College's state of financial exigency, the following procedures shall apply:

(a) Reduction shall first take place among non-tenured faculty using the existing procedures for non-renewal, including notification dates.

(b) Reduction shall then take place from among tenured faculty members. The department shall initiate recommendations based on criteria of seniority, but also giving due regard to the academic necessity of providing specialists in the relevant sub-disciplines.

(1) Primary consideration shall be given to the department's responsibility to offer an appropriate range of courses and services despite reduction.

(2) When individuals fulfill the same disciplinary needs in a department, seniority shall prevail. Seniority shall be based on the date of the initial appointment to full-time teaching with the College if subsequent service has been continuous (including authorized leaves of absence). Indivduals whose service on faculty was interrupted by service as a full-time administrator (i.e., a non-bargaining unit position) shall count only faculty service for this purpose. Those who resign from the College and are reappointed later shall count seniority from the time of reappointment.

(c) Faculty members who are terminated must receive notice in accordance with A1.5 of the Statutes.

16.12 Rights of Terminated Tenured Faculty

(a) Terminated faculty who are tenured shall have recall rights for a period of five (5) years for an available position. Consistent with the specific requirements of the College, recall shall be in inverse order of termination. No new full-time faculty member shall thereafter be hired for a teaching position in the same area of competence so long as the terminated faculty member retains his recall rights. Such recalled faculty members shall have tenure and rank reinstated and shall have the time of termination counted in total years of service for purposes of seniority.

(b) If a tenured faculty member is terminated, the College and the AAUP shall negotiate severance pay and continuation of benefits for such faculty member. During these negotiations the parties will consider all surrounding facts and circumstances, including prior severance pay arrangements.

16.13 Neither the arbitration provisions of this Agreement nor any grievance procedure set forth in this Agreement shall apply to any claim that this Article has been violated, misinterpreted or misapplied, such issues being relegated to the judicial process.

ARTICLE 17

INTEREST SUCCESSION

In the event of a consolidation of Marymount College with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the term and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE 18

DUTY TO PROVIDE NOTICE AND BARGAIN

The College shall notify the AAUP at least three (3) months in advance of closing, sale or merger of the College or of a significant portion thereof. Following such notice, the College will bargain, upon request, concerning the effects of the closing, sale, or merger upon the faculty, which includes but are not limited to effects such as severance pay and continued employment rights, if any. This Article shall not be subject to the grievance and arbitration provisions of this Agreement, but may be enforced by the AAUP judicially or in an appropriate administrative forum. The No-Strike provision of this Agreement shall remain in full force and effect under the circumstances set forth in this provision.

ARTICLE 19

SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect and the remainder of the Agreement shall continue to be binding on the parties hereto. In that event, the parties shall upon the request of either party commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, their dispute will be arbitrated pursuant to the

arbitration provisions of this Agreement. This provision shall not be construed by the arbitrator to allow a violation of any provision of a federal wage and price law. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. And to the extent that it is lawful, any affected provisions involving salaries, monetary payments or pension benefits shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the must current date, and the College shall be entitled to credit against such retroactive payments for the value of any additional benefits provided under the substitute provision(s).

ARTICLE 20

PAST PRACTICES

All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement or by mutual consent. "Generally applicable" as used herein, means a practice which has been applied to a well defined category of faculty members or to a reasonable broad group of faculty members from different departments who share a community of interest. It is understood that the clause does not apply to the size and scheduling of classes; however, the procedure applicable to such matters shall be maintained. Nor does it apply to workload (see Article 15.3, .5, .7-9, and .11-13 of the Agreement) or to matters grievable under the special grievance procedure applicable to the Statutes.

ARTICLE 21

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the College shall not employ a member on terms less favorable to him than those stated herein without the consent of the affected individual and the AAUP.

ARTICLE 22

RATIFICATION

This Agreement is subject to ratification by the membership of the AAUP and the Board of Trustees of Marymount College.

BEST COPY AVAILABLE

ARTICLE 23

DISTRIBUTION OF AGREEMENT

The college will duplicate a sufficient number of copies of this Agreement to assure that each member of the bargaining unit will have a copy.

ARTICLE 24

DURATION OF AGREEMENT

This Agreement shall expire on August 31, 1986.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31st day of August, 1984.

ADMINISTRATION OF MARYMOUNT COLLEGE

By /s/Brigid Driscoll, R.S.H.M.
Brigid Driscoll, R.S.H.M., President

By /s/Gene J. Durante
Gene J. Durante, Vice President for Finance

MARYMOUNT COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By /s/ Joakim Isaacs
Joakim Isaacs, President AAUP

By /s/Robert Madden
Robert Madden, Grievance Officer

APPENDIX A

FACULTY EARLY RETIREMENT INCENTIVE PLAN

MARYMOUNT COLLEGE
Tarrytown, New York

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DEFINITIONS

1-1 "College" shall mean Marymount College, Tarrytown, New York.

1-2 "Contract Year" shall mean the period September 1st through August 31st of each year.

1-3 "Entry Date" shall mean the first day of September of each year.

1-4 "Faculty Member" shall mean each full-time tenured faculty member of the College.

1-5 "Incentive Payment Period" shall mean the period of time between a Participant's Entry Date into the Plan and the earliest of his or her Plan termination date, death or attainment of age 70.

1-6 "Incentive Payments" shall mean the annual amount paid to a Plan Participant as determined in accordance with Section 6.

1-7 "Participant" shall mean any Faculty Member who irrevocably elects, in writing, to retire from the College and participates in the Plan between his or her Entry Date into the Plan and the earliest of his or her Plan termination date, death or attainment of age 70.

1-8 "Plan" shall mean the Marymount College Faculty Early Retirement Incentive Plan as herein set forth and may be amended and supplemented from time to time.

1-9 "Plan Termination Date" shall mean the date on which the Participant is scheduled to receive the final Incentive Payment to which he or she is entitled pursuant to 6-1, 6-2, or 6-3.

1-10 "Salary" shall mean the highest base annual contract salary of the Faculty Member during the last Contract Year as a full-time faculty member. The base annual contract salary does not include overload, other extra pay for extra duties or employee benefits.

1-11 "Year of Service" shall mean each Contract Year of full-time service completed by the Faculty Member, including sabbatical leaves but normally excluding other leaves of absence (with or without pay). Special leaves of one year or more may be credited toward Years of Service for purposes of eligibility for early retirement at the discretion of the President and with concurrence of the Academic Dean, provided that written agreement to this

effect is secured prior to commencement of the leave of absence. Special leaves taken prior to establishment of this Plan, which were credited for Years of Service under Article 12.3.3 will count for Years of Service under this Plan.

PURPOSE

2-1 This Plan constitutes an unfunded, deferred compensation plan designed primarily for the benefit of a select group of Faculty Members of Marymount College for the primary purpose of supplementing the retirement income payable to certain full-time, tenured Faculty Members.

EFFECTIVE DATE

3-1 The effective date of the Plan is September 1, 1984.

ELIGIBILITY FOR PARTICIPATION

4-1 Each Faculty Member who has completed at least 10 Years of Service and attained at least age 55 but not age 70 on or after the Effective Date of the Plan shall be eligible to elect to participate in the Plan in accordance with 5-1.

4-2 A Faculty Member's participation in the Plan must result in a net cost savings to the College during the Incentive Payment Period.

4-3 Eligible Faculty Members may elect to participate in the Plan and the option to initiate the election rests solely with the Faculty Member. However, notwithstanding anything to the contrary contained in the Plan, the College has the absolute right to reject that election; the College's rejection shall be final and unreviewable, and shall not be subject to any of the grievance or arbitration provisions contained in the collective bargaining agreement.

4-4 The College, at its discretion, may waive the notice requirements of 5-1.

4-5 A Faculty Member's election to retire and receive Incentive Payments under the Plan shall be irrevocable and final within five (5) days of the Faculty Member's certified mail receipt of the College's written acceptance of the election pursuant to 4-3. Within those five days, the Faculty Member is expected to sign and return one copy of the written acceptance or revoke in writing his/her application to participate. Should the Faculty Member fail to respond in writing within the five (5) days, his/her election to the Plan shall be final.

4-6 Written notice of intention to participate in the Plan shall be sent to the Academic Dean on the appropriate application form and within the time requirements as set forth in 5-1. That notice shall include an election to retire effective on the next Entry Date and a commitment not to seek employment at the College in the future. The College will respond to the Faculty Member not more than 60 days after receipt of the notice.

4-7 Notwithstanding anything to the contrary contained in this Plan, it is intended that no employee of the College shall become a Participant unless he or she is one of a select group of management or highly-compensated employees of the College.

ENTRY DATE

5-1 The Entry Date for a Faculty Member covered by 4-1 shall be any Entry Date after the Effective Date; however, the Faculty Member must give the College written notification of his or her election to retire and participate in the Plan at least 10 months prior to his or her Entry Date.

5-2 The College reserves the right to delay implementation of a given Faculty Member's Date of Entry into the Plan by one year.

AMOUNT OF INCENTIVE PAYMENTS

6-1 If a Participant has not attained the age of 66 prior to his or her Entry Date, the Participant's Incentive Payments shall be as follows:

Year	Percentage of Salary
1st	50
2nd	45
3rd	30
4th	30
5th	30

6-2 If a Participant has attained the age of 66 prior to his or her Entry Date, the Participant's Incentive Plan shall be as follows:

Age At Entry Date	Percentage of Salary in Year Number 1	2	3	4
66	45	30	30	30
67	30	30	30	
68	30	30		
69	30			

6-3 Each Participant may elect, with the approval of the Academic Dean, to teach a one-quarter normal load. In such cases, Incentive Payments provided for in 6-1 shall be increased as follows:

Year	Percentage of Salary
1st	10.0
2nd	10.5
3rd	11.0
4th	11.5
5th	12.0

Where 6-2 applies, each year in which the Participant is entitled to a payment, that payment will be increased by the percentage above for that year.

FORM AND DURATION OF INCENTIVE PAYMENTS

7-1 Incentive Payments shall be paid out in 12 equal monthly installments on the last day of each month.

7-2 The first monthly installment of Incentive Payments payable to the Participant will be made at the end of the month of his or her Entry Date into the Plan.

7-3 Incentive Payments shall in any event discontinue upon a Participant's death or attainment of age 70. Except as provided in 9-1 and 9-2, no Participant or any other person shall have a right to any payments or other benefit under this Plan when the Participant either dies or reaches age 70.

HEALTH AND LIFE INSURANCE

8-1 Except as provided below, Participants will be provided with the same health insurance (Blue Cross/Blue Shield and Major Medical coverage on a 50/50 cost basis) and life insurance as is provided to Faculty Members. The Participants' life insurance coverage shall be based on Salary pursuant to 1-10. These benefits shall be provided for the Incentive Payment Period.

8-2 If the Participant obtains health or life insurance coverage elsewhere, by employment or otherwise, that is equal or substantially equal to that provided by the College, the coverage under the College policy or policies will cease.

8-3 At age 65 or applicable age and under the provisions of the current laws, the Participant must apply for Medicare and the medical coverage hereunder will be reduced by the amount.

EDUCATIONAL BENEFITS AND PRIVILEGES

9-1 Each Participant shall be eligible for the College tuition remission benefits as are provided from time to time for active, retired and deceased Faculty Members.

9-2 Participants may also retain library and other privileges as are provided from time to time for retired Faculty Members. No secretarial support services will be provided.

9-3 Participants will not be covered by the collective bargaining agreement except as expressly provided herein.

ADMINISTRATION OF THE PLAN

10-1 The Plan shall be administered by the College in its sole discretion.

10-2 The Plan shall be administered as an unfunded, deferred compensation plan that is not intended to meet the qualification requirements of Section 401 of the Internal Revenue Code of 1954, and is intended to be exempt from all requirements of the Employee Retirement Income Security Act of 1974 (except Part 1 and 5 of Title I).

10-3 Payments under the Plan shall at all times be made solely from the general assets of the College. Title to, and beneficial ownership of, any assets that the College may earmark to pay benefits under this Plan shall at all times remain with the College, and nothing provided for herein shall cause such assets to be treated as anything other than general assets of the College. No Participant shall have any vested, secured, preferred, proprietary or other interest whatsoever in any accounts, funds or investments segregated by the College in connection with this Plan, and such accounts, funds or investments (if any), as the same may be constituted from time to time, shall at all times remain general assets of the College subject to the claims of its general creditors.

10-4 Nothing contained in this Plan, and no action taken pursuant to the provisions of this Plan, shall create (or be construed to create) a trust of any kind or nature, or any fiduciary relationship between the College and any Participant.

TERM

11-1 The term of the Plan shall be for 3 years and it shall expire on August 31, 1987 unless the parties agree to extend it. After 2 years, the Plan will be evaluated and a decision made concerning extension of the Plan. In the event that the Plan terminates, Participants shall continue to receive benefits under the terms in effect at the Date of Entry.

AMENDMENT

12-1 The Plan may be amended from time to time by mutual agreement of the College and the AAUP.

GOVERNING LAW

13-1 The Plan shall be governed by the laws of the State of New York.

Dated: New York
August 31, 1984

ADMINISTRATION OF
MARYMOUNT COLLEGE

By /s/Brigid Driscoll, R.S.H.M.
Brigid Driscoll, R.S.H.M.
President

By /s/Gene J. Durante
Gene J. Durante, Vice President
for Finance

MARYMOUNT COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

By /s/Joakim Isaacs
Joakim Isaacs, President AAUP

By /s/Robert Madden
Robert Madden, Grievance Officer